



THE BANK OF CALIFORNIA

Seattle Main Office: 910 Fourth Avenue · Seattle, Washington · Mailing Address: P.O. Box 3095, 98114 · (206) 587-6100

January 7, 1980

Secretary of the Interstate Commerce Commission
Washington, D.C. 20423

Gentlemen:

Enclosed is an original and five certified true copies of our Security Agreement-
Personal Property, the Bills of Sales, and our check #1833 for \$50.00 for recording
fees. Please record the Security Agreements and return them to: The Bank of
California, N.A., 910 Fourth Avenue, Seattle, Washington 98164, Attention: Cathy
Ward, Instalment Loan Dept.

Please write or call if you have any questions.

11348
RECORDATION NO. Filed 1425
JAN 11 1980 - 8 50 AM
INTERSTATE COMMERCE COMMISSION

Sincerely,

Mrs. Cathy Ward

Mrs. Cathy Ward
Instalment Loan Dept.

0-011A015

JAN 11 1980
Date
Fee \$ 50.00

ICS Washington, D.C.

INTERSTATE
COMMERCE COMMISSION
RECEIVED
JAN 10 1980
ADMINISTRATIVE SERVICES
MAIL UNIT

Interstate Commerce Commission

Washington, D.C. 20423

1/18/80

OFFICE OF THE SECRETARY

**Mrs. Cathy Ward
The Bank Of California
910 Fourth Avenue
Seattle, Washington, 98164**

Dear **Mrs. Ward:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/11/80** at **8:50am**, and assigned recordation number(s). **11348**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)



THE BANK OF CALIFORNIA

Seattle Main Office: 910 Fourth Avenue · Seattle, Washington · Mailing Address: P.O. Box 3095, 98114 · (206) 587-6100

March 20, 1980

INTERSTATE COMMERCE COMMISSION
Agatha L. Mergenovich, Secretary
Washington, D.C. 20423

RECORDATION NO. Filed 1425
MAR 26 1980 - 11 35 AM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

This letter pertains to recordation number 11348, recorded on January 11, 1980. Attached to our original recording was a Bill of Sale for three (3) XM Railroad Boxcars: FGEX 1056, FGEX 1032, and FGEX 1181. Also attached was a Certificate of Completion and Rebuilding on FGEX 1181. It has just been brought to our attention that Boxcar FGEX 1181 is an incorrect number and should read FGEX 1371 instead.

Enclosed please find a correct Bill of Sale and Certificate of Completion and Rebuilding for FGEX 1371. All the NYSW numbers are correct on our loan documents.

Please advise us as to the necessary steps to correct this error. Will it be necessary to record again under a different number or can you make an amendment to our recordation number 11348?

Very truly yours,

LaVene Haukoos
INSTALMENT LOAN DEPARTMENT
(206) 587-3664

SECURITY AGREEMENT - PERSONAL PROPERTY

I, (borrower), John R. Retynski hereby grant The Bank of California, National Association (Bank), a security interest in the following described property (collateral):

"Three (3) 70 ton, 50 foot, "XM" type Boxcars having serial numbers 11348
RECORDATION NO. 11348 Filed 1425

SN- 2057

SN- 2058

SN- 2059 JAN 11 1980-8 50 AM

together with cash and non-cash proceeds of the collateral, all additions, accessions, added, replaced and ~~INTERSTATE COMMERCE COMMISSION~~ tools, spare parts, accessories, supplies and improvements thereto now owned and hereafter acquired, and all proceeds of insurance policies and other property described in or to which borrower is or becomes entitled to receive on account of collateral.

2. I further agree that the above described personal property shall be and is security for (1) payment of any loan made at the same time as this Agreement, (2) payment of all of my existing and future debts to the Bank, (3) payment of all of my notes evidencing debts, and, (4) performance of all of my obligations under this Agreement and any other loan agreements between me and the Bank.

3. I further warrant, covenant, and agree with the Bank that:

A. **Warranties:** I am the owner of the personal property free and clear of any lien, encumbrance or security interest except as stated on my loan application, and (2) I will defend the personal property against any claim or demand adverse to the security interest of the Bank.

B. **Payment:** I will pay when due all debts secured by this Agreement, together with interest, and all rent, taxes, levies, assessments or other claims which are or may become liens against the above described personal property.

C. **Insurance:** I will, at all times, keep the above described personal property insured for its full replacement value with a company acceptable to Bank. The policy or policies of insurance shall be delivered to the Bank and shall contain an endorsement that Bank shall be the loss payee. The insurance shall also require a ten day notice of cancellation to Bank prior to any cancellation by the insurance company. Bank shall have no duty to purchase, at borrower's expense or otherwise, insurance to satisfy borrower's obligation to Bank.

The failure of borrower to have at all times in the hands of Bank the insurance coverage in force shall constitute a default under this Agreement and shall immediately cause the entire debt secured by the above described personal property to become immediately due and payable without notice unless the Bank, after knowledge of the breach, waives such breach in writing.

D. **Care of Property:** I will maintain the personal property, the subject of this Agreement, in a good and careful manner, and will properly maintain it to prevent deterioration or loss of value. I further agree not to further encumber, sell, remove, or otherwise

dispose of this personal property without first having obtained the written consent of Bank.

E. **Inspection:** Bank shall have the right to inspect the personal property at any time, and I agree to make any and all personal property in which Bank has a security interest available to Bank for inspection upon request.

4. Events of Default are:

A. Borrower's failure to pay or perform this or any agreement with Bank or breach of any warranty herein.

B. Any change in borrower's financial condition which in Bank's judgement impairs the prospect of borrower's payment or performance.

C. Any actual or reasonably anticipated deterioration of the collateral or in the market price thereof which causes it in Bank's judgement to become unsatisfactory as security.

D. Any levy or seizure against borrower or any of the collateral.

E. Any change in possession of security.

F. Any change in title or ownership of security.

G. Death, termination of business, assignment for creditors, insolvency, appointment of receiver, or the filing of any petition under bankruptcy or debtor's relief laws of, by or against borrower or any guarantor of the debt.

5. **Rights on Default:** If I default in the performance of this Agreement, the entire debt hereby secured shall become immediately due and payable and Bank may proceed to enforce its security interest by any means provided herein or under the Uniform Commercial Code or otherwise allowed by law. Upon demand by Bank, I agree to assemble the security covered by this Agreement and make it available to Bank at such location as Bank may designate. All reasonable expenses, including legal expenses and attorneys' fees incurred by Bank in the exercise of its right to take possession and dispose of the collateral must be paid in order to redeem the property, the subject of this Security Agreement, or in the event of sale, shall be paid from the proceeds thereof.

6. **See reverse side for amendments, supplements, acknowledgements and certification.**

All rights hereunder shall inure to the benefit of Bank's successors and assigns, and all obligations of the borrower shall bind the borrower's heirs, executors, administrators, successors and assigns. If there be more than one borrower, their obligation hereunder shall be joint and several.

Nov 29, 1979
Date

John R. Retynski
Borrower

2653 SW 172nd, Seattle, WA 98166
Address

Date

Borrower

Address

THIRD PARTY SECURITY AGREEMENT

The undersigned grants to Bank a security interest in all of the collateral described above on the terms above stated to secure payment to Bank of the debt of the above named borrower. The term "borrower" as used above means the undersigned in any provision dealing with the collateral, and means borrower in any provision dealing with the debt.

Date

Borrower

Address

Date

Borrower

Address

7. Supplement to Security Agreement - Personal Property

A. "The Debtor covenants and agrees to cause to be plainly, distinctly, permanently and conspicuously marked upon the side of the collateral the following words in letters not less than 1" in height: BANK OF CALIFORNIA, SECURED PARTY. In case, during the continuance of this Security Agreement, any such marking on the collateral shall at any time be painted over or otherwise be made inconspicuous, removed, defaced or destroyed, the Debtor shall immediately cause the same to be restored or replaced."

B. "The Debtor covenants and agrees that it will cause this Security Agreement and all amendments, supplements and assignments hereto to be duly filed with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, at Debtor's sole cost and expense."

INDIVIDUAL FORM OF ACKNOWLEDGMENT

STATE OF Washington

County of King, ss:

On this 29th day of November 19 79, before me

personally appeared John R. Retynski, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

(SEAL)

The Bank of California, N.A.

C. E. Wollam
Title of officer

C. E. Wollam

Assistant Vice President

My commission expires _____

STATE OF WASHINGTON, ss:

I, M. Vickery, a Notary Public in and for the State of Washington, hereby certify that I have examined the original Security Agreement dated November 29, 1979, and executed by John R. Retynski, and find this copy to be a true copy of the original Security Agreement in all respects.

Dated: November 29, 1979

M. Vickery
Notary Public

My Commission Expires:

May 7, 1981